

Joan W. Hartley
Special Counsel
Admitted in SC, NC

September 21, 2017

HAND DELIVERY

Mr. Jerry Stamps
Bureau of Land and Waste Management
South Carolina Department of Health and
Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

Re: Voluntary Cleanup Contract 17-6481-NRP
Lobeco Farms, Beaufort County

Dear Jerry:

Enclosed please find Voluntary Cleanup Contract 17-6481-NRP which has been executed by Seabrook Solar, LLC and Adger Solar Land Holdings, LLC. Once the Department has executed same, please return a fully executed copy to us.

Thank you for your continued assistance on this matter.

Best regards,

Joan W. Hartley

Enclosure

**VOLUNTARY CLEANUP CONTRACT
17-6481-NRP**

**IN THE MATTER OF
LOBECO FARMS, BEAUFORT COUNTY
and
SEABROOK SOLAR, LLC & ADGER SOLAR LAND HOLDINGS II, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control, Seabrook Solar, LLC and Adger Solar Land Holdings II, LLC with respect to the Property located at 125 Six LS Farm Road, Seabrook, South Carolina. The Property includes approximately 628 acres identified by Tax Map Serial Number R700-028-000-0086-000. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 2, 2017, and any amendments thereto, by Seabrook Solar, LLC and Adger Solar Land Holdings II, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Solar" means Seabrook Solar, LLC and "Adger" means Adger Solar Land Holdings II, LLC.
- B. "Beneficiaries" means Solar and Adger's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Solar and Adger or their Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that

potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

David L. Dralle, Sr. and Irma P. Dralle	1981 – 1988
Linda S. Lombard, Trustee for H&T Partners, GP	1988
Godley Auction Company, Inc.	1988 – 1997
Paragon Produce Corporation	1997 - Present

- B. Property and Surrounding Areas: The Property is bounded generally to the north and east by primarily silvicultural or undeveloped property; to the west by commercial and residential properties; and to the southwest by residential properties. The Property is currently used for agricultural purposes.

According to the Phase I Environmental Site Assessment (Phase I), dated April 10, 2017 and prepared by Thomas and Hutton, large fertilizer tanks are present throughout the Property; however, no staining or stressed vegetation was noted around these tanks. Empty and half full chemical totes were stored on the property in an area at the northwest corner of the Property and another near the center of the Property. No visual evidence of spills, leaks, staining, stressed vegetation or odors were noted in these areas.

Drainage ditches are present throughout the Property. Additionally, two ponds are located on the Property; one is located near the center of the Property and the other is located on the eastern Property boundary.

According to the Phase I, no on-site recognized environmental conditions (RECs) were identified for the Property. The Coastal Demolition and Construction property (formerly Lobeco Products), 23 John Meeks Way, located approximately 0.318 miles south of the Property was identified as an off-site REC.

- C. Applicant Identification: Solar and Adger are incorporated in Delaware and registered in South Carolina with its principal place of business located at 20 Towne Drive, Suite 388, Bluffton, South Carolina, 29910.
- D. Proposed Redevelopment: Upon Adger's acquisition of the Property, Solar and Adger intend to develop the Property as a utility-scale solar farm.

CERTIFICATIONS

3. Solar and Adger have certified upon application that: 1) Solar and Adger are not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) their activities will not aggravate or contribute to Existing Contamination

on the Site or pose significant human health or environmental risks; and, 3) they are financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. Solar and Adger agree to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by Solar and Adger, or their designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. The Work Plan may provide for a phased approach to the assessment and response actions required under this Paragraph 4 to allow an initial assessment and response action prior to Adger's acquisition of the Property with the remainder of the assessment and response action to be concluded post-closing. A report of the assessment results shall be submitted by Solar and Adger, or their designee in accordance with the schedule provided in the initial Work Plan. Solar and Adger acknowledge that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Solar and Adger agree to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Solar and Adger may seek an amendment of this Contract to clarify its further responsibilities. Solar and Adger shall perform all actions required by this Contract, and any related actions of Solar and Adger's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).

- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Solar and Adger shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Solar and Adger's consulting firm(s), analytical laboratories, and Solar and Adger's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
- b). Solar and Adger shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Solar and Adger in writing of approvals or deficiencies in the Work Plan.
- 8). Solar and Adger, or their designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Solar and Adger shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Solar and Adger shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Solar and Adger shall preserve items on the Property that may: 1) provide

evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Solar and Adger shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Solar and Adger shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). The large fertilizer tanks;
 - b). All chemical totes stored on the Property; and

- c). Areas of minimal miscellaneous illegal dumping.
- 2). Solar and Adger shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Solar and Adger shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). Solar and Adger shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Solar and Adger shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Solar and Adger shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Solar and Adger shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Solar and Adger, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Solar and Adger shall collect and analyze a minimum of thirty-five (35) soil samples from eighteen (18) locations on the Property. Solar and Adger shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

- a). One location at two of the chemical tote storage areas;
 - b). One location at two of fertilizer tanks;
 - c). One location (surface soil only) within the burn area located near Photograph 28; and
 - d). The Property shall be divided into five-acre grids. Ten percent of the total grids shall be designated for sample collection. The sample shall be a composite of three aliquots collected within the each selected grid. These samples shall also be analyzed for nitrates.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals, SVOCs, Pesticides. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs, and Pesticides. One surface and one subsurface sample from each of the chemical tote storage areas shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
 - 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Solar and Adger shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of seven (7) monitoring wells to be screened to bracket the water table. Specific locations shall be as follows:
 - a). One location at the northwestern corner of the Property near Photograph 18 depicted in the Phase I;
 - b). One location near Photographs 22 and 23;
 - c). One location near Photographs 10 and 13;
 - d). One location near Photograph 28;
 - e). One location in the northeast of Photograph 34;
 - f). One location southeast of Photograph 30; and
 - g). One location near Photographs 42 and 43.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-

Metals, VOCs, SVOCs, Pesticides, and Nitrates. In addition, the sample from well located near Photographs 10 and 13 shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.

- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2016), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Assess surface water and sediment quality:

- 1). Solar and Adger shall collect and analyze nine (9) sediment and four (4) water samples from water bodies on the Property. The samples shall be collected as:
 - a). Two (2) sediment and two (2) corresponding water samples from each of the two ponds on the Property; and
 - b). Five (5) sediment samples collected from approximately equally spaced locations along the main drainage ditch which traverses the Property from west to east.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, VOCs, SVOCs, and Pesticides.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012, as amended), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

H. Evaluate and control potential impacts to indoor air:

- 1). Solar and Adger shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a

threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting commercial exposures consistent with the building construction proposed to be used on the Property.

- 2). If required, Solar and Adger shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, Solar and Adger's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Solar and Adger shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Solar and Adger shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with

Paragraph 4.I of this Contract.

- 4). The Department may allow Solar and Adger to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). Solar and Adger shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:
 - i. The large fertilizer tanks;
 - ii. All chemical totes stored on the Property; and
 - iii. Areas of minimal miscellaneous illegal dumping.
 - b). Solar and Adger shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - c). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Solar and Adger shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.I.2 below. Solar and Adger shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Solar and Adger shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the

Property. Solar and Adger shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA), which may be incorporated into the Report described in Paragraph 4 above. Upon Department approval of the corrective measures selected in the ABCA, Solar and Adger shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.

- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
- b). Solar and Adger may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Solar and Adger shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall

include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, Solar and Adger shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Solar and Adger shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). Solar and Adger shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring

program on a case-specific basis.

- 3). Solar and Adger shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).

HEALTH AND SAFETY PLAN

5. Solar and Adger shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Solar and Adger agree that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Solar and Adger.

PUBLIC PARTICIPATION

6. Solar and Adger and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Solar and Adger.
 - B. Solar and Adger shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign(s) will state "Voluntary Cleanup Project by Seabrook Solar, LLC and Adger Solar Land Holdings II, LLC under Voluntary Cleanup Contract 17-6481-

NRP with the South Carolina Department of Health and Environmental Control.” The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Solar and Adger. Contact information for the Department shall state “TOLL-FREE TELEPHONE: 1-866-576-3432”.

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Solar and Adger shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Solar and Adger agree to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Solar and Adger shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Solar and Adger shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Solar and Adger shall submit periodic written updates to the Department’s project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;

- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Solar and Adger shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Solar and Adger shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Solar and Adger or their Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use as well prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract and as may be required per Paragraphs 4.I.1.c. or 4.I.2.c of this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to Solar and Adger. An authorized representative of Solar and Adger or their Beneficiaries

shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. Solar and Adger or their Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Solar and Adger or their Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Solar and Adger or their Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Solar and Adger or their Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Solar and Adger or their Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Solar and Adger or their Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is

implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Solar and Adger acquire the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Solar and Adger or their Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of

acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Solar and Adger shall be submitted to Solar and Adger's designated contact person who as of the effective date of this Contract shall be:

David Capparelli
Seabrook Solar, LLC and Adger Solar Land Holdings II, LLC
20 Towne Drive, Suite 388
Bluffton, South Carolina 29910

FINANCIAL REIMBURSEMENT

11. Solar and Adger or their Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary

Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Solar and Adger on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Tim Daniels

Seabrook Solar, LLC and Adger Solar Land Holdings II, LLC

20 Towne Drive, Suite 388

Bluffton, South Carolina 29910

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. Solar and Adger agree the Department has an irrevocable right of access to the Property for environmental response matters after Solar and Adger acquire the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Solar and Adger or their Beneficiaries for the Property under this Contract as follows:

- A. Solar and Adger or their Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Solar and Adger or their Beneficiaries have successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Solar and Adger or their Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Solar and Adger or their Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. Solar and Adger or their Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after

redevelopment of the Property is complete. Solar and Adger shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Solar and Adger, and their Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
- A. Solar and Adger or their Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. Solar and Adger and their Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
 - C. If the Certificate of Completion has not been issued, Solar and Adger or their Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;

- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Solar and Adger or their Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Solar and Adger, their Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide Solar and Adger or their Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Solar and Adger's or their Beneficiaries' business activities on the

Property or use of the Property that are inconsistent with the terms and conditions of this Contract;

- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Solar and Adger or their Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Solar and Adger or their Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Solar and Adger or their Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Solar and Adger or their Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Solar and Adger's or their Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Solar and Adger or their Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Solar and Adger or their Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

D. Termination of this Contract by any party does not end the obligations of Solar and Adger or their Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Solar and Adger and their Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

- B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Solar and Adger and their Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Solar and Adger or their Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

- C. These Protections and Benefits do not apply to any Contamination, releases, and

consequences caused or contributed by Solar and Adger or their Beneficiaries. The Department retains all rights under State and Federal laws to compel Solar and Adger and their Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Solar and Adger or their Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Solar and Adger and their Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Solar and Adger and their Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY SOLAR AND ADGER

19. Solar and Adger retain all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Solar and Adger and their Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Solar and Adger and their Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Solar and Adger and their Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Solar and Adger or their Beneficiaries. Solar and Adger and their Beneficiaries

shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY SOLAR AND ADGER AND THEIR BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Solar and Adger and their Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

Seabrook Solar, LLC

BY:

DATE:

David Capparelli

9/20/17

DAVID CAPPARELLI AUTHORIZED REPRESENTATIVE
Printed Name and Title

Adger Solar Land Holdings II, LLC

BY:

DATE:

David Capparelli

SEPT. 20, 2017

DAVID CAPPARELLI AUTHORIZED REPRESENTATIVE
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Seabrook Solar, LLC and Adger Solar Land Holdings II, LLC

June 2, 2017





Non Responsible Party Application for Voluntary Cleanup Contract

1. Applicant Information

1. Applicant is a: ☐ Single Entity ☒ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Adger Solar Land Holdings II, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

David Capparelli Authorized Representative dcapparelli@adgersolar.com
Name Title Email
20 Towne Dr., Suite 388 Title (561) 301 9257
Address Phone1 Phone2
Bluffton SC 29910
City State Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

20 Towne Dr. Suite 388
Street address Suite Number
Bluffton SC 29910
City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title
Street Number or PO Box Phone1 Phone 2
City State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in Incorporated in Delaware and registered in South Carolina (state)
b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Adger Solar, LLC</u>	

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

- d. If yes, identify all affiliations: Adger Energy 1, LLC, MAP 2012, L.P and MAP 2015, L.P.

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 125 Six LS Farm Rd in Lobeco community

b. County Beaufort

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____
(town/city)

10. List any Companies or Site names by which the Property is known

Paragon Produce Corp Farm

Lobeco Farms

11. Total Size of Property Covered by this Contract approx. 628 Acres

12. How many parcels comprise the Property? one

13. Current Zoning (general description)

Rural

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

There are a number of above-ground fertilizer tanks on the property.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# R700 028 000 0086 000
 b. Acreage 628
 c. Current Owner Paragon Produce Corp
 d. Owner Mailing Address PO Box 3088
Immokalee, FL 34143

e. Contact Person for Access Tommy Gay
 f. Access Person's Phone # 843.521.3889
 g. Is Parcel Currently Vacant? ☐ Yes ☒ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☒ In operation: nature of the business Agriculture

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____

e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____

e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____

e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____

e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____

e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The property will be used for the development of a utility-scale solar farm. The solar farm will cover the majority of the parcel. The modules will be fixed to steel posts that will be driven into the ground at a depth of as much as 10' or more. A medium voltage collection system will run mostly underground will feed into inverters, which will in turn feed into a high-voltage substation. The inverters, transformers and other major equipment will be placed on slab foundations. The site may also have an enclosed control room as well as a maintenance facility. Finally, some agricultural activity such as the planting of row crops or the use of grazing animals may be incorporated for the setbacks from the property edges as well as to control the height of plants around the solar panels and other equipment.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☒ Yes ☐ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.
The transformers will contain oil.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Unknown
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ \$100,000-300,000

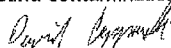
20. a. Will there be intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☒ Other The project will provide a significant quantity of zero emissions power

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property July / 1 / 2017

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☒ None as of this application date

Company

Address

City

State

Zip

Project Contact 1

S.C PE/PG Reg. #

Phone 1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone 1

Phone 2

email

24. Legal Counsel (Optional)

Nexsen Pruet, LLC

Firm

Tommy Lavender

803-253-8233

Attorney

Phone1

Phone 2

1230 Main Street, Suite 700

Columbia

SC

29201

tlavender@nexsenpruet.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

David Appenault

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Thomas & Hutton

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on:☒ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

April 12, 2017

Limited Site Investigation

Terracon Consultants, Inc.

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

David Appenault

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Description of Property

Legal Description: All that certain piece, parcel, or tract of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina shown as Parcel B containing 627.89 acres as shown on Sheet 2 of a Boundary Survey of 777.22 acres prepared for Paragon Produce Corp. by Gasque and Associates, Inc. Land Surveyors, dated September 9, 1997 and recorded in the RMC Office of Beaufort County, South Carolina in Plat Book 62, at Page 8.

Derivation: Being a portion of the property conveyed to Paragon Produce Corp. by deed from Godley Auction Company, Inc. dated September 15, 1997 and recorded on September 15, 1997 in the RMC Office of Beaufort County, South Carolina in Deed Book 973, at Page 2527.

Tax Map Number: R700-028-000-0086-0000

**SEABROOK SOLAR, LLC VCC APPLICATION
OWNERSHIP HISTORY**

Paragon Produce Corporation P.O. Box 3088 Immokalee, FL 34143	1997 – Present
Godley Auction Company, Inc. 5206 Bamberg Road Cope, SC 29038	1988 - 1997
Linda S. Lombard, Trustee for H&T Partners, GP 63 Rebellion Road Charleston, SC 29407	1988
David L. Dralle, Sr. (deceased) and Irma P. Dralle 429 E. Main Street Peotone, IL 60468	1981 – 1988

THOMAS & HUTTON

1501 MAIN STREET, SUITE 760 | COLUMBIA, SC 29201
POST OFFICE BOX 7608 | COLUMBIA, SC 29202
803.451.6789 | WWW.THOMASANDHUTTON.COM

June 2, 2017

Seabrook Solar, LLC
20 Towne Drive, Suite 388
Bluffton, SC 29910

Re: Third Party Reliance on the Phase I ESA,
dated April 10, 2017 for the Subject Property
located at Keans Neck Road and Highway
21 in Beaufort County and shown as Parcel
#R700-028-000-00886-0000 prepared for
Seabrook Solar, LLC ("Client") - T&H J-
2655.0005

To Whom It May Concern:

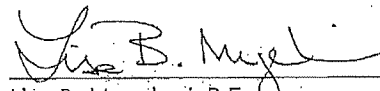
The above-referenced Report was prepared for Client's sole use. Client has requested that Thomas & Hutton consent to the use of the Report by Adger Solar Land Holdings II, LLC ("Relying Party"). This is to advise you that Thomas & Hutton consents to the use of the Report by Relying Party provided that Relying Party agrees to the following conditions:

- Relying Party is subject to the same limitations and conditions as Client stated in the provisions of the contract between Thomas & Hutton and Client.
- Relying party acknowledges and is subject to the limitations and conditions stated in the Report.
- Relying Party acknowledges that the Report is time dependent and that no such use or reliance upon said Report shall occur after six (6) months from the date of the Report without URS's prior written authorization.
- Relying Party agrees that the Report shall not be relied upon in connection with any securitized, collateralized, syndicated, consortium, or similar lending arrangement, and Relying Party agrees to defend, indemnify and hold harmless URS from any claims or damages arising from Relying Party's use of the Report in connection with such loans.

The use of or reliance on the Report by Relying Party shall constitute the agreement of Relying Party to be bound to the foregoing conditions. No further reliance is authorized by this letter. This Consent to Rely does not grant the right to rely to other parties.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.



Lisa B. Muzekari, P.E.